

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>employ the following procedures for handling misdirected calls</p> <p><b>18.2.3.1</b> - Cavalier and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus</p> <p><b>18.2.3.2</b> - To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality</p> <p><b>18.2.3.3</b> - Cavalier and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis</p> <p><b>18.2.3.4</b> - If either party receives or responds to an inquiry from a Customer of the other party, or a prospective Customer of the other party, then the party receiving that inquiry shall (i) provide mutually</p>		<p>employ the following procedures for handling misdirected repair calls</p> <p><b>18.2.3.1</b> - Cavalier and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus</p> <p><b>18.2.3.2</b> - To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality</p> <p><b>18.2.3.3</b> - Cavalier and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis</p> <p><b>18.2.4</b> - In addition to section 18.2.3 addressing misdirected repair calls, the Party receiving</p>	

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	<p>agreed referrals to that Customer or prospective Customer, who inquires about the other party's products or services, (ii) not disparage or discriminate against the other party or its products or services, and (iii) not provide information about its own products or services during that same inquiry or Customer contact unless such information is specifically requested by the Customer</p> <p><b>18.2.5</b> - Each party shall provide adequate training, and impose sufficiently strict codes of conduct or standards of conduct, for all of its employees and contractors to engage in appropriate professional conduct in any contact with the other party's customers. Each party shall investigate all reports from the other party of any material violations of such standards of conduct and provide a written report to the other party describing in detail (a) the findings of such investigation, and (b) the remedial or disciplinary action taken in response to any improper conduct identified by the investigating party. For purposes of this section 18.2.5, "appropriate professional conduct" shall be deemed to be conduct that is in accordance with sections 18.2 of this Agreement, as well as all</p>		<p>other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party</p>	

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	<p>applicable industry standards For purposes of this section 18 2, the offering of free or discounted classified (Yellow Pages) listings by Verizon or a Verizon affiliate to an existing or prospective Customer of Cavalier, in exchange for a winback of an existing Cavalier Customer or the cancellation of a prospective Cavalier Customer's order to Cavalier for service, shall be deemed not to constitute "appropriate professional conduct" and to be a violation of this section 18 2</p> <p><b>18.2.6</b> - Violation of sections 18 2 1, 18 2 4, or 18 2 5 of this Agreement shall entitle the non-offending party to immediate payment of one thousand dollars (\$1,000 00) in liquidated damages per occurrence, per subscriber More than ten (10) violations of this provision within a single month by either party shall entitle the non-offending party to immediate payment of an additional amount of ten thousand dollars (\$10,000 00) in liquidated damages per month, above and beyond any other amounts of liquidated damages that apply under this provision More than twenty-five (25) violations of this provision within a single month by either party shall entitle the non-offending</p>			

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	<p>party to immediate payment of an additional amount of fifty thousand dollars (\$50,000 00) in liquidated damages per month, above and beyond any other amounts of liquidated damages that apply under this provision</p> <p><b>18.2.7</b> - Upon the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, and confirmation through investigation or any informal or formal complaint proceeding that any improper conduct did occur, the non-offending party shall not be entitled to liquidated damages pursuant to section 18.2.6 of this Agreement if the investigating party certifies in good faith to the non-offending party that it has (a) promptly investigated any report of alleged wrongdoing, and (b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party</p> <p><b>18.2.8</b> - The provisions of section 18.2 of this Agreement shall not be construed to preclude either party from seeking relief in any forum of competent jurisdiction, except that each party shall be barred from seeking relief in any forum of</p>			

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	competent jurisdiction in response to the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, if the alleged violation is confirmed through investigation and the investigating party certifies in good faith to the non-offending party that it has (a) promptly investigated any report of alleged wrongdoing, and (b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party. Any relief available in any forum of competent jurisdiction shall be in addition to, and not in place of, any liquidated damages or other relief available or afforded to a non-offending party under section 18.2 of this Agreement.			
<b><u>Issue C18:</u> Should a credit apply for Verizon pre-production errors, should remedies be aligned between CLEC and Verizon retail customers, and should appropriate provisions govern Yellow Pages contacts and errors? (§ 19.1.6)</b>	<b>19.1.6.1</b> - Verizon's liability to Cavalier in the event of a Verizon error in or omission of a listing shall be the same as Verizon's liability to its own end user Customers for such errors in or omissions of listings, as specified in Verizon's VSCC Tariff No. 201, Section 1 E 3, provided, however, that Verizon agrees to release, defend, hold harmless and indemnify Cavalier from and against any and all claims, losses, damages, suits, or other actions or	Cavalier believes that a compensation mechanism is needed to address the problem of directory errors.	<b>19.1.3</b> - Cavalier shall provide Verizon with daily listing information on all new Cavalier Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under	Although it has no obligation to do so, Verizon has agreed to compensate Cavalier for omissions or service affecting errors in its customers' directory listings. Verizon proposes that its liability to Cavalier under these circumstances be comparable to Verizon's liability to its own customers and has offered Cavalier a 50% credit on the monthly UNE loop rate where Cavalier serves a customer with a loop or entirely

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	<p>any liability whatsoever (hereinafter for purposes of this section, "Claims"), suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cavalier if such Claims are the proximate result of Verizon's gross negligence or willful misconduct, provided further that the foregoing indemnification shall apply only if and, to the extent that, Cavalier's tariffs and Customer contracts contain limitation of liability provisions which, in the event of a Verizon or Cavalier error in or omission of a directory listing, are the same in relevant substance as those contained in Verizon's tariffs, and Cavalier has complied with the provisions of Section 24.3 of this Agreement</p> <p><b>19.1.6.2</b> - The following procedures will apply to the calculation and administration of Verizon's liability for directory errors and omissions under Section 19.1.6.1</p> <p>(a) Within ninety (90) days of the conclusion of the distribution of a directory, Cavalier will submit a report to Verizon of all errors in that directory that Cavalier believes are attributable to a Verizon error</p>		<p>which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cavalier will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cavalier. Verizon will promptly provide Cavalier with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable</p> <p><b>19.1.5</b> - Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cavalier Customer listings. At Cavalier's request, Verizon shall provide Cavalier with a report of all Cavalier Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon will process any corrections made by Cavalier with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates</p>	<p>over its own facilities and a 50% credit on the resale charges for dial tone line and fixed usage services where Cavalier serves a customer with resold services</p> <p>Cavalier's proposed language (19.1.6) would compensate Cavalier for any error, no matter how minor, and is based on a flawed methodology</p> <p>Cavalier's other proposals are unreasonable and unnecessary, they ignore the common interests both Verizon and Cavalier share in working together to ensure listings are as accurate as possible</p> <p>Cavalier wants to shift all of the responsibility to Verizon – by requiring Verizon to certify in writing the accuracy of listings (19.1.5), tying Verizon's financial liability to a poorly defined duty to produce ALI codes and "other information" (19.1.3), imposing conditions upon Verizon's contacts with Yellow Pages customers (19.1.6.2(c)) – but ignores its own role in this process</p> <p>Cavalier also seeks to include an unnecessary provision that would require the parties to agree to negotiate direct, unmediated access</p>

**JOINT DECISION POINT LIST**  
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**CC DOCKET NO. 02-359**

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	<p>Within thirty (30) days of that date, Verizon will issue a report confirming the Cavalier findings. Discrepancies will be resolved pursuant to the dispute resolution procedures specified in Section 28.11</p> <p>(b) For all directory listing errors accepted by or found to be attributable to Verizon, including but not limited to omissions, incorrect phone numbers, incorrect addresses, incorrect names, incorrect publications, incorrect captions, improperly categorized listings, and duplicate listings, Verizon will compensate Cavalier according to the following schedule, consistent with Verizon Tariff VSCC No. 201, Section 1.E.3</p> <p style="padding-left: 40px;">(i) for residential listings, six (6) months' credit at \$25.00 per month, or \$150 per line,</p> <p style="padding-left: 40px;">(ii) for business listings involving one to ten lines, six months' credit at \$50 per month, or \$300 per line, and</p>		<p><b>19.1.6</b> - As further detailed below, Verizon's liability to Cavalier in the event of a Verizon error in or omission of a listing shall be comparable to Verizon's liability to its own end user Customers for such errors in or omissions of listings, provided, however, that Verizon agrees to release, defend, hold harmless and indemnify Cavalier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever (hereinafter for purposes of this section, "Claims"). suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cavalier if such Claims are the proximate result of Verizon's gross negligence or willful misconduct, provided further that the foregoing indemnification shall apply only if and, to the extent that, Cavalier's tariffs and Customer contracts contain limitation of liability provisions which, in the event of a Verizon or Cavalier error in or omission of a directory listing, are the same in relevant substance as those contained in Verizon's tariffs, and Cavalier has complied with the</p>	<p>to Verizon's directory databases</p>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p style="text-align: center;">(iii) for business listings involving ten or more lines, a credit in the fixed amount of \$3000</p> <p>If Verizon or an affiliate of Verizon, through its own action or through action taken pursuant to communication with a Cavalier Customer initiated by Verizon or its affiliate, causes an error in a classified (Yellow Pages) listing for which Cavalier would otherwise have had sole responsibility to originate or with respect to which Cavalier would otherwise have had sole responsibility for submitting appropriate information to flow through to a free classified (Yellow Pages) listing, then Verizon will provide to Cavalier a written notification of any subsequent contact that Verizon or Verizon Directory personnel may have with that customer and the nature of that contact, and Verizon will take appropriate remedial action to correct any such error and to compensate Cavalier as may be appropriate under the circumstances</p>		<p>provisions of Section 24.3 of this Agreement. For a Cavalier Customer served with a Verizon Loop or entirely over Cavalier's own facilities and whose non-chargeable directory listing was either omitted from Verizon's published White Pages and/or Yellow Pages directory or was published with a service affecting error in Verizon's White Pages and/or Yellow Pages directory, Verizon shall provide Cavalier a credit of fifty (50) percent of the applicable monthly Loop rate during the life of the affected Verizon published White Pages and/or Yellow Pages directory. For a Cavalier Customer served with Verizon Resold Services and whose non-chargeable directory listing was either omitted from Verizon's published White Pages and/or Yellow Pages directory or was published with a service affecting error in Verizon's White Pages and/or Yellow Pages directory, Verizon would provide Cavalier a credit of fifty (50) percent of the applicable monthly wholesale rates (<i>i.e.</i>, the applicable monthly retail rates after subtracting the applicable avoided cost discounts) for the dial tone line and the fixed local usage service resold to the</p>	



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**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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			<p>Cavalier Customer during the life of the affected Verizon published White Pages and/or Yellow Pages directory. The Parties agree to determine whether a listing for a Cavalier Customer was omitted from Verizon's published directory or published with an error (which may or may not be service affecting) by comparing the relevant Verizon directory to the relevant Listing Verification Report provided by Verizon in accordance with Section 19.1.5 and any corrections thereto submitted by Cavalier to Verizon in a timely manner (<i>i.e.</i>, prior to the Closing Date for the relevant Verizon directory).</p> <p><b>19.1.8</b> – No proposed language.</p>	
<p><b>Issue C19: Should a new process be used to reclassify and end offices into different density cells for UNE pricing purposes, as proposed in Cavalier's Virginia arbitration petition, and specifically, should the Bethia end office be reclassified into density cell one or two? (§ 20.3)</b></p>	<p><b>20.3</b> - Density Cell Reclassification</p> <p><b>20.3.1</b> - Those charges shown in Exhibit A for unbundled network elements provided within areas served by particular Verizon end offices, deaveraged into different density cells pursuant to the Commission's Final Order in Case No. PUC970005, shall be adjusted as described in this section 20.3</p> <p><b>20.3.2</b> - Cavalier may present a</p>	<p>Cavalier believes that demographic changes in an area should be reflected in the reclassification of an end office serving that area, through reassessment of either the relative cost of lines in that area or the line density in that area, as is done in other states in which Verizon operates</p>	<p><b>20.3</b> – No proposed language.</p>	<p>There is no reason for the Interconnection Agreement to include language regarding the reclassification of wire centers. Both the Virginia SCC and the Commission have recognized that wire centers should only be reclassified as part of a UNE proceeding.</p> <p>In the interests of accommodating Cavalier's specific concerns, however, Verizon has offered to</p>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p>written request to Verizon for such an adjustment for the area served by any such end office, based on Cavalier's good-faith certification that a change in demographics, economics, or other relevant circumstances has led to a substantial change in the cost of providing unbundled network elements for that area. Verizon shall grant or deny Cavalier's request within thirty (30) calendar days. If Verizon grants Cavalier's request, then Verizon shall make any necessary changes to any tariff filings, and begin billing for unbundled network elements at an adjusted rate, within another thirty (30) calendar days.</p> <p><b>20.3.3</b> - If Verizon denies Cavalier's request, then Cavalier may pursue any remedies pursuant to the dispute resolution process set forth in section 28.11 of this Agreement.</p> <p><b>20.3.4</b> - If Verizon and Cavalier are unable to resolve any dispute amicably pursuant to the informal dispute resolution process set forth in section 28.11 of this Agreement, then Cavalier may seek formal resolution of any such dispute before the Commission, the FCC, or any other forum of competent jurisdiction, using the procedure set</p>			<p>move the Bethia wire center from density cell three to density zone two</p>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p>forth below Further, the Bethia end office, which was the subject of prior discussions and proceedings between the Parties, shall be reclassified from density cell 3 to density cell 1, consistent with the Commission's January 31, 2002 Final Order and March 7, 2002 Order on Reconsideration in Case No PUC010213, and Cavalier's submission of that issue to the Commission in Case No PUC-2002-00171, based on the substantial increase in residential and business customers, and the concomitant decrease in the cost of providing unbundled network elements in the area served by the Bethia end office</p> <p><b>20.3.5</b> - The procedures used for resolving any further formal dispute concerning the reclassification of an end office into a different density cell shall be as set forth in this subsection</p> <p><b>20.3.5.1</b> - With respect to any end office for which Cavalier requests reclassification, Verizon shall produce any relevant cost data in its possession, custody, or control, that is sufficiently comparable to the cost data provided in Commission Case No PUC970005, to show whether the relative cost of</p>			

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**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p>providing unbundled network elements in the area served by that end office has decreased (or increased) sufficiently to warrant reclassification of the end office into a different density cell</p> <p><b>20.3.5.2</b> - If the Parties agree, or if a forum of competent jurisdiction decides, that such comparable cost data is not available, then a decision shall instead be based on changes in the line density for that end office, as a proxy for cost. Specifically, end offices shall be (re)classified according to the number of access lines per square mile, based on the standards adopted in Delaware Public Service Commission PSC Docket No. 96-324, Order No. 5208 (August 31, 1999), with the relative densities adjusted as may be necessary to account for any differences between overall densities between Delaware and Virginia</p> <p><b>20.3.5.3</b> - The specific standards shall be as follows: (a) end offices with the Virginia equivalent of more than five hundred (500) or more access lines per square mile in Delaware shall be (re)classified into density cell 1, (b) end offices with the Virginia equivalent of more than one hundred (100) but less than five</p>			

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p>hundred (500) access lines per square mile in Delaware shall be (re)classified into density cell 2, and (c) end offices with the Virginia equivalent of one hundred (100) or less access lines per square mile in Delaware shall be (re)classified into density cell 3</p> <p><b>20.3.5.4</b> - Any formal determination based on cost or line density under this section 20.3.5 shall be completed within sixty (60) days after Cavalier's submission of the issue for formal determination. Cavalier and Verizon shall use their respective best efforts in cooperating to establish the best possible procedures to accommodate this sixty-day (60-day) deadline. If a formal determination results in the reclassification of a particular end office into a different density cell, then Verizon shall make any necessary changes to any tariff filings and begin billing for unbundled network elements at an adjusted rate, within thirty (30) calendar days after any such determination. Either Party may exercise any rights that it may have to appeal any such formal determination, but the initial determination shall not be stayed or otherwise delayed pending the</p>			

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CC DOCKET NO. 02-359**

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	decision of any such appeal(s)			
<b>Issue C21: Should the agreement allow for a unilateral Verizon demand for deposits and advance payments? (§ 20.6)</b>	<b>20.6</b> – No proposed language.	Cavalier does not believe that Verizon should be granted the unilateral right to demand crippling amounts of deposits or advance payments from Cavalier	<b>20.6.</b> Upon request by Verizon, Cavalier shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if Cavalier (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) prior to the Effective Date, has failed to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to Cavalier by Verizon or its Affiliates, (c) on or after the Effective Date, fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to Cavalier by Verizon or its Affiliates, or (d) admits its inability to pay its debts as such debts become due. has commenced a voluntary case (or has had a case commenced against it) under the U S Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like.	Verizon's assurance of payment language permits Verizon to obtain adequate assurance of payment in the event that a CLEC becomes financially unstable or unable to make payment. Cavalier has deleted Verizon's language in its entirety.  The limited protection afforded to Verizon by this language is similar to that provided by the security payments Verizon may require of its own end users under its retail tariffs, and the insurance Verizon requires from its vendors.  The Bureau has rejected the idea that Verizon is not entitled to any assurance of payment protection in the <i>Virginia Arbitration Order</i>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
			<p>has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to Cavalier in connection with this Agreement Verizon may (but is not obligated to) draw on the letter of credit upon notice to Cavalier in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon If Cavalier fails to timely pay (x) two (2) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time</p>	

**JOINT DECISION POINT LIST  
CAVALIER v. VERIZON  
CC DOCKET NO. 02-359**

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			<p>during any sixty (60) day period or (y) three (3) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time during any one hundred eighty (180) day period, Verizon may, at its option, demand (and Cavalier shall provide for the remainder of the term of this Agreement, including, without limitation, during any extensions of the term) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per calendar quarter, provided, however, that Cavalier shall not be required to provide the foregoing additional assurance of payment if the total amount of the unpaid bills represents less than five percent (5%) of the total amount of Verizon's bills rendered to Cavalier hereunder during the relevant period that are not subject to a bona fide dispute. The fact that a letter of credit or other security is requested by Verizon hereunder shall in no way relieve Cavalier from compliance with Verizon's regulations as to advance</p>	



**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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			payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered	
<b>Issue C24: Should an embargo or termination of services require prior Commission approval, as proposed in Cavalier's Virginia arbitration petition? (§ 22.4)</b>	<b>22.4</b> - If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing Party has complied with the requirements of Section 28.9 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services provided under this Agreement by (a) providing written notice to the defaulting Party and (b) obtaining the permission of the Commission, or, if the Commission will not act, the permission of the FCC. At least twenty-five (25) days prior to the effective date of such	In the event of payment dispute, Cavalier does not believe that Verizon should have the unilateral right to force Cavalier to give notice to its customers that it may exist the market, if that is not Cavalier's intention	<b>22.4</b> - If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing Party has complied with the requirements of Section 28.9 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party	Contrary to Cavalier's stated rationale, Verizon's language does not deal at all with notice to Cavalier's customers  Cavalier's language would require Verizon to get an order from the Virginia SCC or the Commission before Verizon could terminate Cavalier for non-payment. It goes beyond what the law requires and would require Verizon to continue providing service to Cavalier long after Cavalier has stopped paying for it.

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured Notice shall be posted by overnight mail, return receipt requested If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder For the avoidance of any doubt, and notwithstanding any other provision of this Agreement or any right conferred by Applicable Law, neither party may terminate service or refuse to provide additional services under this Agreement except in accordance with an order of the Commission or the FCC, entered after a proceeding in which the party whose services were to be affected has had a full and fair opportunity to present its position on any material matters in dispute</p>		<p>and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured Notice shall be posted by overnight mail, return receipt requested If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder</p>	

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	between the parties			
<b>Issue C25:</b> Should the agreement include a new section 25.5.7: “for legally cognizable damages claimed as a result of either party’s violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party’s violation of any state or federal regulations governing telecommunications or commerce more generally?” (§ 25.5.7)	<b>25.5.7</b> - for legally cognizable damages claimed as a result of either party’s alleged violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party’s alleged violation of any state or federal regulation governing telecommunications or commerce more generally	Cavalier believes that traditional statutory and contractual rights to damages should not be eliminated at Verizon’s insistence	<b>25.5.7</b> – No proposed language.	The parties agree that the Agreement should contain a limitation of liability provision  Cavalier’s language would gut this provision by seeking a guarantee that Verizon provide perfect service to Cavalier. The Bureau rejected a similar request in the <i>Virginia Arbitration Order</i> .
<b>Issue C27:</b> Should pricing be added for charges from Cavalier for Cavalier truck rolls, Verizon missed/fouled appointments, and similar items? (Exhibit A(2).)	<b>Exhibit A(2)</b>  <b>IV - UNE-Related Functions Performed by Cavalier</b>  <b>WINBACKS</b>  Winbacks - Service Order Recurring Charges – N/A Non Recurring Charges - \$10.81  Winbacks - Installation Recurring Charges – N/A Non Recurring Charges – \$2.68	Cavalier believes that it should be compensated for functions that it performs that are comparable to functions that Verizon performs at a charge to Cavalier	<b>Exhibit A(2)</b>  <b>IV. All other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</b>  Available at Cavalier’s tariffed or otherwise generally available rates.	Jurisdiction to determine the rates Cavalier proposes to charge to Verizon lies with the SCC, not the Bureau  Cavalier’s proposed changes are unnecessary, duplicative of existing performance standards, and difficult to administer  Furthermore, Cavalier has not provided any cost studies to support its various rate proposals

**JOINT DECISION POINT LIST  
CAVALIER v. VERIZON  
CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>Total Recurring – N/A Non Recurring Charges - \$13 49</p> <p><b>PREMISE VISIT – NEW LOOPS, HOT CUTS</b></p> <p>Premises visit – Service Order Recurring Charges – N/A Non Recurring Charges - \$47 55</p> <p>Total Recurring Charges – N/A Non Recurring Charges - \$47 55</p> <p><b>PREMISE VISIT – MAINTENANCE</b></p> <p>Premise Visit – Service Order Recurring Charges – N/A Non Recurring Charges - \$47 55</p> <p>Total Recurring Charges – N/A Non Recurring Charges - \$47 55</p> <p><b>MISSED APPOINTMENTS</b></p> <p>Premises Visit – Service Order Recurring Charges - \$16 00 for each quarter hour after the first half hour's delay Non Recurring Charges - \$50 00</p> <p><b>V. Cavalier Collection Services</b></p>			

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

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	<p>Intrastate collection –Under the same rates, terms, and conditions as applicable per Verizon – VA SCC Tariff No. 218, as amended from time to time</p> <p><b>VI. Cavalier Operation Support Systems</b></p> <p>Under the same rates, terms, and conditions specified in this Exhibit A for analogous Verizon operation support systems functions</p> <p><b>VII. All Other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</b></p> <p>Available at rates comparable to Verizon charges or at Cavalier’s tariffed rates or generally available rates</p>			
<p><b>Issue C28: Should the parties’ obligations regarding V/FX traffic be reciprocal? (§§ 1.51(7), 1.52(a), 4.2.7.15(c), 4.2.7.15(e), 5.6.6, 5.6.8, 5.7.4.9, 5.7.5.2.1, 5.7.5.2.4.1, 5.7.5.2.4.2)</b></p>	<p><b>1.52(a)</b> - "Measured Internet Traffic" means dial-up, switched Internet Traffic originated by a Customer of one Party on that Party’s network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party’s network at a point in the same</p>	<p>Cavalier believes that, if virtual foreign exchange traffic is eliminated from reciprocal compensation paid by Verizon to Cavalier (and otherwise handled), then the parties’ rights and obligations with respect to such traffic should be reciprocal</p>	<p><b>4.2.7.15(c)</b> –</p> <p>(1) As used in this Agreement, “Virtual Foreign Exchange Traffic” or “V/FX Traffic” is defined as calls in which a Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as</p>	<p>Cavalier proposes that the Parties’ rights and obligations with respect to “Virtual Foreign Exchange” traffic (as defined in the contract) be reciprocal. Verizon will agree to such treatment, provided that Cavalier agrees to charge the same rates as Verizon charges for such traffic</p>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>Verizon local calling area Verizon local calling areas shall be as defined by Verizon For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic)(as defined in Section 5.7.6.9) does not constitute Measured Internet Traffic</p> <p><b>4.2.7.15(c)</b> - When either party delivers Virtual Foreign Exchange Traffic ("V/FX Traffic") that it uses to deliver Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic, all transport charges for Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic shall be prorated so as not to apply to V/FX Traffic as used in this Agreement V/FX Traffic is defined as calls in which a Customer of one party is assigned (or obtains) a telephone number</p>		<p>set forth in the LERG) associated with the actual physical location of such Customer's station When Verizon delivers V/FX Traffic from a Verizon Customer to a Cavalier Customer that has been assigned a V/FX telephone number over the same Cavalier transport facilities as Verizon uses to deliver Verizon's Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic, Cavalier's transport charges set forth under this Section 4.2.7.15 shall be prorated so as not to apply to such V/FX Traffic (ii) Upon request, but no more frequently than quarterly, each Party shall provide to the requesting Party a list of all V/FX telephone numbers served by that Party and either (A) a list of which of such V/FX telephone numbers receive dial-up ISP-bound traffic (each an "Internet V/FX telephone number") and a list of which of such V/FX telephone numbers do not receive dial-up ISP-bound traffic (each a "non-Internet V/FX telephone number") or (B) the following four auditable factors (1) "Originating non-Internet V/FX Factor" representing the percentage, of the total relevant</p>	<p>Cavalier's proposed changes to Section 4.2.7.15(e) are inconsistent with language it marked up in Section 4.2.7.15(c) If Cavalier has substantive objections to Verizon's Proposed Section 4.2.7.15(e), Cavalier has failed to explain them and its change should be rejected</p> <p>Verizon is waiting for a response from Cavalier on Verizon's proposed language</p>

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station (e.g., a situation in which an ISP modem bank or other applicable equipment is physically located outside of the Rate Center Area associated with the ISP's telephone number) For the avoidance of any doubt, each party shall pay the other party's applicable originating access charges for all V/FX Traffic originated by a the other party's Customer, and the party to be compensated shall use the Originating V/FX Factor to determine the number of such minutes of originating access charges to bill the other party, and the paying party shall pay the other party's terminating access charges for all V/FX Traffic originated by the paying party's Customer, and the party to be compensated shall use the Terminating V/FX Factor to determine the number of such minutes of terminating access charges to bill the paying party Accordingly, each party agrees to provide to the other party on the Effective Date (and from time to time at the other party's request, but no more frequently than twice a</p>		<p>minutes of use, of traffic transmitted to that Party's non-Internet V/FX telephone numbers, (2) "Originating Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic transmitted to that Party's Internet V/FX telephone numbers, (3) "Terminating non-Internet V/FX Factor" representing the percentage, of the total relevant minutes of use of traffic, originated by that Party's non-Internet V/FX telephone numbers, and (4) "Terminating Internet V/FX Factor" representing the percentage, of the total relevant minutes of use, of traffic originated by that Party's Internet V/FX telephone numbers Neither Party shall pay the other Party any Reciprocal Compensation, intercarrier compensation, access charges or any other type of compensation or charges for Internet V/FX telephone number traffic (as determined by measuring the minutes of use of traffic to and from either Party's Customers that have been assigned Internet V/FX telephone numbers or by applying the Originating Internet V/FX Factor and the Terminating Internet V/FX Factor to the total</p>	

**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>calendar year) an auditable factor ("Originating V/FX Factor") noting the percentage, of the total relevant minutes of use of traffic originated by the other party and transmitted to the reporting party appearing to be local based on the NPA/NXX codes of the calling and called numbers, that constitutes V/FX Traffic Each party shall also provide to the other party, on the Effective Date (and from time to time at Verizon's request, but no more frequently than twice a calendar year) an auditable factor ("Terminating V/FX Factor") noting the percentage, of the total relevant minutes of use of traffic originated by the reporting party and transmitted to the other party appearing to be local based on the NPA/NXX codes of the calling and called numbers, that constitutes V/FX Traffic Both the Originating V/FX Factor and the Terminating V/FX Factor shall be provided by each party for each LATA using reasonable, periodic traffic studies or other documented means subject to audit by the other party If an audit, undertaken by either party at its expense, shows material inaccuracy in the other party's Originating V/FX Factor or Terminating V/FX Factor then the audited party will compensate the other party in an amount equal to</p>		<p>relevant minutes of use), such Internet V/FX telephone number traffic shall be handled on a bill and keep basis, provided, however, for the avoidance of any doubt, that voice traffic carried over Internet Protocol network(s) or the like shall be subject to applicable access charges, and provided further that Cavalier's Internet V/FX telephone number traffic shall be subject to applicable access charges if Cavalier fails to comply with the Interconnection architecture provisions of subsection 4 2 7 15(a) Cavalier shall pay to Verizon Verizon's originating access charges, for all V/FX Traffic, from Verizon's Customers to Cavalier's Customers that have been assigned non-Internet V/FX telephone numbers, and Cavalier shall pay to Verizon Verizon's terminating access charges, for all V/FX Traffic, from Cavalier's Customers that have been assigned non-Internet V/FX telephone numbers, to Verizon's Customers Conversely, Verizon shall pay to Cavalier Verizon's originating access charges, for all V/FX Traffic, from Cavalier's Customers to Verizon's Customers that have been</p>	



**JOINT DECISION POINT LIST**  
**CAVALIER v. VERIZON**  
**CC DOCKET NO. 02-359**

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	<p>(a) the reasonable cost of the audit, (b) a refund of any Reciprocal Compensation payment that the audited party improperly received, and (c) the access charges applicable to the erroneously attributed minutes of use. If either party does not provide to the other party the Originating V/FX Factor and/or the Terminating V/FX Factor within ninety (90) days of the other party's request therefor, the Originating V/FX Factor and/or Terminating V/FX Factor, as appropriate, shall be deemed to be one hundred percent (100%). The Parties agree that the Originating V/FX Factor and the Terminating V/FX Factor, as of the Effective Date, with respect to the applicable traffic exchanged at the collocation arrangements listed in Schedule 4.2.7 are as set forth in such Schedule 4.2.7. Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). For the avoidance of any doubt, each party shall pay the other party's originating access charges for all V/FX Traffic originated by that other party's Customer, and each party shall likewise pay the other party's terminating access charges for all V/FX Traffic terminated to the paying party. The foregoing</p>		<p>assigned non-Internet V/FX telephone numbers, and Verizon shall pay to Cavalier Verizon's terminating access charges, for all V/FX Traffic, from Verizon's Customers that have been assigned non-Internet V/FX telephone numbers, to Cavalier Customers. For the avoidance of any doubt, all information provided by one Party to the other Party pursuant to this Section 4.2.7.15 shall be used only for implementing and enforcing this Agreement and shall not be used for marketing purposes.</p> <p>(iii) If the FCC, the Commission or a court of competent jurisdiction should issue or release an unstayed, effective order, or if the United States Congress or the Virginia Legislature should enact a legally effective statute, that by its terms, (A) expressly supersedes or modifies existing interconnection agreements and (B) specifies a rate or compensation structure that is to apply to V/FX Traffic, the terms of such order or statute shall apply, prospectively, to V/FX Traffic exchanged between the Parties under this Agreement, subject to any subsequent modification or reversal of such</p>	